

1 6. In September 2004, Apollo formally retained Darrow and Neel via an
2 addendum to Apollo's corporate retainer agreement along with a check for
3 \$10,000. Attached hereto as Exhibit A is a true and correct copy of a September
4 18, 2004 email from Corinne Miller of Apollo to Anapoell at GT reflecting the
5 addendum and additional \$10,000 retainer. Darrow and Neel asked Apollo if we
6 knew of any existing "prior art" or intellectual property or similar company
7 offerings and we identified Debt Resolve and Debt Resolve's licensed patents from
8 Cybersettle.

9
10 7. Due to a very short deadline to file provisional patent applications
11 before a tradeshow, Apollo worked extensively with Darrow and Neel, and as a
12 result of this intense working relationship, Darrow and Neel became intimately
13 familiar with Apollo's software, screen shots, visio diagrams, power point
14 presentation, methodology, business practices and other intellectual property
15 issues. Darrow and Neel filed such provisional patent applications with the
16 USPTO on October 19, 2004.

17
18 8. On October 22, 2004, I, as well as a few other Apollo officers and
19 directors, met with Neel and some of his colleagues in Phoenix following the
20 tradeshow referenced above. During this meeting, we specifically discussed Debt
21 Resolve, its products and patents. We also asked Neel about filing additional
22 patents surrounding the original patent filings and new intellectual property.

23
24 9. On October 27, 2004, I asked Neel to take a look further into Debt
25 Resolve's patents to provide Apollo advice on claim construction, infringement
26 and validity. As result of this request, Neel ordered the full Debt Resolve patent
27 and he did a patent family check.

1 10. In November 2004, Neel came to Apollo's office for a meeting with
2 me to further discuss Apollo's current and future intellectual property, its IDS
3 system and Debt Resolve's patents.

4
5 11. Darrow and Neel both worked on the provisional patent applications
6 and reviewed, analyzed and advised Apollo on the Debt Resolve patents.

7
8 12. In February 2005, Apollo asked Darrow and Neel if Apollo needed a
9 written opinion letter stating that Apollo is not infringing upon Debt Resolve's
10 patents and that Apollo's patents are unique and independent.

11
12 13. Shortly after Apollo's inquiry, Darrow and Neel provided Apollo with
13 an oral opinion regarding infringement, claim construction and validity of Debt
14 Resolve's patents, including the '551 patents-in-suit concluding that Apollo's
15 product was so different that a written opinion was not necessary. Much of our
16 discussion revolved around comparing Apollo's alleged infringing IDS system and
17 the scope of Debt Resolve's patents.

18
19 14. On February 23, 2005, I asked Neel and Anapoell to help Apollo
20 identify an attorney at GT to assist Apollo with negotiating a contract with a third
21 party. Anapoell referred Apollo to GT lawyer Sean McMillan from GT's Los
22 Angeles office. On that same day, Neel abruptly sent me an email stating that GT
23 would not be working any further on patent issues with Apollo (including filing an
24 "emergency" application prior to an upcoming trade show). Attached hereto as
25 Exhibit B is a true and correct copy of Neel's February 23, 2005 email.

26
27 15. GT informed me that it could no longer work on Apollo's patent work
28 because of a conflict of interest with Debt Resolve.